

Yakima County



Bid Documents & Specifications for Bid No. C11306

Mobile Radio Install and Service For Yakima County Sheriff's Office

Bid Documents

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Specifications

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**Sample Work Order must be filled out and submitted with bid or bid may be declared unresponsive.*

City of Yakima/Yakima County Purchasing Division
129 North Second Street
Yakima, Washington 98901
(509) 575-6093

February 21, 2013

BOARD OF YAKIMA COUNTY COMMISSIONERS

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN by the undersigned that sealed Requests for Bids will be accepted on **Thursday, March 7, 2013 @ 11:00 a.m.**, in the Yakima County Commissioners Office, 128 North Second Street, Room 232, Yakima, Washington for:

Mobile Radio Install and Service Yakima County Sheriff's Office

Proposals shall be:

- (1) Sealed.
- (2) Plainly marked: Bid No C11306
- (3) Addressed: Yakima County Courthouse
Board of Yakima County Commissioners
Attn: Tiera Girard, Clerk of the Board
128 North Second Street, Room 232
Yakima, Washington 98901
- (4) Bids must be in the Office of the Yakima County Commissioners on or before the bid time of 11:00 a.m. on Thursday, March 7, 2013 and will be opened shortly thereafter across the street at City Hall in the Engineering Conference Room, since City/County functions are now merged.

Specifications may be seen at the office of the Purchasing Manager, City of Yakima, 129 North Second Street, Yakima WA and/or the office of Clerk of the Board of Yakima County Commissioners, Yakima County Courthouse, 128 North Second Street, Room 232, Yakima, WA

Specifications may be obtained online at
www.yakimawa.gov/services/purchasing Click on Bid Openings.

<i>The Board reserves the right to reject any and all bids, or parts thereof.</i>

DONE this 21st day of February 2013.

(Seal)

Tiera Girard, Clerk of the Board

Publish: *Yakima Herald-Republic*: February 21, 2013

INVITATION TO BID -- NOT AN ORDER

BID NO. C11306

DATE 02/21/13

VENDOR _____

ADDRESS _____

CITY OF YAKIMA/YAKIMA COUNTY
PURCHASING DIVISION
129 N. 2ND STREET
YAKIMA, WASHINGTON 98901
PHONE 575-6093

PLEASE BID ON THIS FORM.
RETURN MARKED "NO BID"
IF YOU CANNOT BID,
AND REASON IN ORDER TO
REMAIN ON VENDOR LIST.

BIDS WILL BE RECEIVED

UNTIL 11:00 a.m., March 7, 2013

BID OPENING 11:00 a.m., March 7, 2013

TO BIDDER:

PLEASE BID YOUR LOWEST PRICE, BEST DELIVERY DATE AND PAYMENT DISCOUNT TERMS FOR THE FOLLOWING. THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO ACCEPT ANY OR ALL ITEMS AT THE PRICE BID. THE COUNTY INTENDS TO AWARD THIS CONTRACT WITHIN 60 CALENDAR DAYS.

Item No.	Qty.	Unit	Description	Unit Price	Total
The Yakima County Sheriff's Office is requesting bids for Mobile Radio Install and Service. Vendor will perform, installation of radio, siren, modem, and lighting equipment per customer specifications using customer owned parts. As specified in Technical Specifications, pg 12.					
1.	1	Each	Labor to Build Typical Police Vehicle	\$_____	\$_____
2.	2	Each	Coax Kit	\$_____	\$_____
3.	1	Each	VHF Antenna	\$_____	\$_____
4.	1	Each	FME to TNC	\$_____	\$_____
5.	1	Each	FME to Mini-UHF	\$_____	\$_____
6.	1	Each	6 Position Fuse Block	\$_____	\$_____
7.	3	Each	Relay's	\$_____	\$_____
8.	1	Each	Data Antenna	\$_____	\$_____
9.	1	Each	Terminal Strip	\$_____	\$_____
10.	1	Each	GPS Antenna	\$_____	\$_____

Item No.	Qty.	Unit	Description	Unit Price	Total
11.	1	Each	3 Position Cig Plug	\$_____	\$_____
12.	1	Each	Modem Data Cable	\$_____	\$_____
13.	1	Each	Misc. Wire, Connectors, Programming	\$_____	\$_____
14.	1	Each	Uninstall Quote	\$_____	\$_____
14.	1	Each	Hourly Rate for Repairs at Shop	\$_____	\$_____

PERCENTAGE DISCOUNT OFF LIST PRICING FOR ANY OTHER ITEMS: _____

DELIVERY: WE (I) WILL DELIVER COMPLETE THE ABOVE UNITS WITHIN _____
DAYS FROM RECEIPT OF ORDER AND AT PRICES AND TERMS SPECIFIED
UNLESS OTHERWISE NOTED.

F.O.B. POINT YAKIMA COUNTY SHERIFF'S OFFICE
YAKIMA, WASHINGTON 98901

SAMPLE WORK ORDER

Use the following example for the purpose of costing the items listed below. Sample work order **must be filled out** and submitted with bid or bid may be declared unresponsive.

All services performed and/or parts supplied must meet or exceed the original equipment manufacturer's warranty requirements.

Item No.	Qty.	Unit	Description	Vehicle No.	Deputy	Unit Price	Total
1.	1	EA	Labor to Build Typical Police Vehicle				
2.	2	EA	Coax Kit				
3.	3	EA	Relay's				
4.	1	EA	VHF Antenna				
5.	1	EA	FME to Mini-UHF				
6.	1	EA	6 Position Fuse Block				

Equipment: \$_____

Installation: \$_____

Freight: INCLUDED

Sub-Total: \$_____

Tax @: _____ %: _____

Total: \$_____

NON-COLLUSION DECLARATION

I, by signing the Signature Sheet, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this quote is submitted.

2. That by signing the signature page of this quote, I am deemed to have signed and have agreed to the provisions of this declaration.

SIGNATURE SHEET
Bid No. C11306

The bidder is hereby advised that by signing this signature sheet he/she is deemed to have acknowledged all requirements contained herein.

PROMPT PAYMENT DISCOUNT TERMS OFFERED _____ % net _____

****Receipt is hereby acknowledged of addendum(s) No. (s) _____, _____ & _____.**

SIGNATURE OF AUTHORIZED OFFICIAL(S)

Firm Name

Address

Sign Name

Print Name

Date Signed

Phone Number

Fax Number

Email Address

PROPOSAL MUST BE SIGNED 

YAKIMA COUNTY
BID C11306
Mobile Radio Install and Service – Yakima County Sheriff's Office

I. GENERAL SPECIFICATIONS

- A.** It is the intent of these specifications to describe Mobile Radio Install and Service in sufficient detail to secure bids on comparable service. The Sheriff's Office or any other City/County division may utilize the resulting contract. Any variance from the specifications or standards of quality must be clearly pointed out in writing by the bidder.
- B. Term:** The period of this contract shall be for a period of one year from its effective date. The County may, at its option, extend the contract on a year to year basis for up to four additional years provided, however, that either party may at any time during the life of this contract, or any extension thereof, terminate this contract by giving thirty (30) days notice in writing to the other party of its intention to cancel. Contract extensions shall be automatic, and shall go into effect without written confirmation, unless the County provides advance notice of the intention to not renew. Prices shall remain firm for the first twelve month period of the contract unless an exception is stated in the bid.
- C. Right to Award:** Yakima County reserves the right to make contract award on all groups of materials listed on the bid form or award based on any group or based on any combinations of groups. The lowest responsible/responsive bidder(s) shall be awarded. The County reserves the option of awarding this contract in any manner most advantageous for the County. More than one contract may be awarded.
- D. Right to Reject/Accept:** Yakima County reserves the right to reject any or all bids or accept any presented which meet or exceed these specifications, and which would be in the best interest of Yakima County and will not necessarily be bound to accept the low bid.
- E. Billing/Payments:** Vendor shall invoice the County on a monthly basis for all amounts due per the Agreement. Vendor is to submit properly completed invoice(s) to the address specified on the purchase order. To insure prompt payment each invoice should cite purchase order number, bid number, description of service purchased, unit and total price, discount terms and include the vendor's name and return remittance address. Payment will be mailed within thirty (30) days of receipt and acceptance of quality of service and receipt of a properly completed invoice.

Yakima County will not be financially responsible for any environmental fees, fuel surcharges or any fees of this sort, if not already included in the base price of the items bid.

II. SPECIAL CONDITIONS

- A. Bid Due Date:** Bid shall be submitted to and date stamped by the Office of the Yakima County Commissioners, 128 North Second Street, Room 232, Yakima, WA 98901, by **11 a.m., on March 7, 2013**, in a sealed envelope labeled Bid No. C11306 with the date and time of bid opening written on the face of it. If you plan on attending the bid opening, DO NOT BRING YOUR BID WITH YOU INTO THE OPENING ROOM. It must be received and date stamped by the Office of the Yakima County Commissioners.
- B. Assistants:** Contactor, at Contractor's expense, may employ such assistants as Contractor deems appropriate to carry out this agreement. **Such assistants must be properly trained and supervised at all times by the Contractor.**
- C. Equipment and Supplies:** Contractor, at Contractor's own expense, will provide all equipment, tools, and supplies necessary to perform the above services. Any additional parts required for replacements or upgrades will be billed per the Agreement.
- D. Warranty:** Each unit shall carry full factory and/or manufacturer's warranty. Any materials provided and labor shall carry standard warranty coverage furnished in trade in general. Bidder shall state terms and conditions of guarantee/warranty.
- E. Workmanship Clause:** Contractor warrants and guarantees to the County that the Work shall be performed in a manner consistent with industry standards for the performance of services of a similar nature. The Contractor warrants to the County that materials and equipment furnished will be of good quality and new, that the Work will be free from defects, will be fully compatible with the existing materials and equipment and that the Work will conform to all requirements. Work not conforming to these requirements, including substitutions (if allowed) not properly approved and authorized, may be considered defective.

The Contractor shall comply with recognized workmanship quality standards within the industry as applicable to each unit of Work. All references to standards whether for materials, processes, assemblies, workmanship, performance, or similar purpose shall mean, unless otherwise noted, the most recent available published version of such standard. When reference is made to standards, the standards are to be made a part of this contract, and to have the same effect as if fully reproduced herein. It is a requirement that each category of trades person or installer performing the Work be qualified, to the extent of being familiar with applicable and recognized quality standards for that category of Work, and being capable of workmanship complying with those standards.

F. LIABILITY INSURANCE REQUIREMENTS: (FOR TOWING/GARAGEKEEPERS):

(A) The Service Provider agrees to indemnify and save harmless the County, its officers, agents and employees against and from any and all actions, suits, claims, demands or liability of any character whatsoever brought or asserted for injuries to or death of any person or persons, or damages to property arising out of, result from or occurring in connection with the performance or any service hereunder.

(B) The Service Provider shall take all necessary precautions in performing the work hereunder to prevent injury to persons and property.

(C) **Contractors Liability Insurance:** The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Washington. The insurance companies must carry a Best's Rating of A- VII or better. At all times during the life of this contract, Contractor agrees to maintain, on a primary and non-contributory basis and at its sole expense, the insurance coverage's, limits, and endorsements noted below. All such insurance shall not be subject to any deductible or self-insured retention (SIR). There shall be no cancellation, material change, reduction in limits or intent not to renew the insurance coverage(s) without 30 days written notice from the contractor or its insurer(s) to Yakima County. The requirements contained herein, as well as Yakima County's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

Commercial General Liability:

Combined Single Limit: \$1,000,000 Per Occurrence \$2,000,000 Annual Aggregate

Garage Liability: \$1,000,000 Minimum Limit

Garage Keepers Liability: \$ 200,000 Minimum Limit

Contractor is responsible for losses within the deductible amount.

The City of Yakima/Yakima County, its agents, employees, authorized volunteers; elected and appointed officials are included as Primary/Non-Contributory additional insured's.

The Contractors' insurance coverage shall be primary insurance as respect to those who are Additional Insured's under this agreement. Any insurance, self-insurance or insurance pool coverage maintained by the County shall be in excess of the Contractor's insurance and shall not contribute to it.

The contractor will provide a Certificate of Insurance to the County as evidence of coverage. A copy of the additional insured endorsement attached to the policy will be included with the certificate. This Certificate of insurance shall be provided to the Purchasing Manager, prior to commencement of this work.

If at any time during the life of the contract or any extension, the contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the County to terminate the contract.

The contractor shall also maintain workers compensation through the State of Washington.

(D) **Contractor's Waiver of Employer's Immunity under Title 51 RCW.** Contractor intends that its indemnification, defense, and hold harmless obligations set forth above in section 10.1 shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly,

to the extent necessary to fully satisfy the Contractor's indemnification, defense, and hold harmless obligations set forth above in section 10.1, Contractor specifically waives any immunity granted under Title 51 RCW, and specifically assumes all potential liability for actions brought by employees of the Contractor against the County and its officers, employees, agents, and volunteers. The parties have mutually negotiated this waiver. Contractor shall similarly require that its subcontractors, and anyone directly or indirectly employed or hired by Contractor, and anyone for whose acts Contractor may be liable in connection with its performance of this Agreement to comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all potential liability for actions brought their respective employees. The provisions of this section shall survive the expiration or termination of this Agreement.

(E) Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the County, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

This Certificate of insurance shall be provided to the Purchasing Buyer, prior to commencement of this work.

PLEASE NOTE

*Garage Liability, other than auto, is an acceptable substitute for Commercial General Liability and Garage Liability, any auto, is an acceptable substitute for Automobile Liability as long as it is at the required limits.

*WA Stop Gap is not required for owner/operator firms with no employees.

G. Regulations and Codes: To the extent applicable, all equipment or materials shall comply with Washington State vehicle regulations, Federal regulations, OSHA and WISHA requirements, to include EPA standards and County safety codes.

H. Termination – Convenience: This contract may be terminated by either party by giving thirty (30) days written notice of such intent and will become effective thirty (30) days from the date such written notice is delivered to the applicable party to the contract.

I. Increase or Decrease in Services: During the term of this contract, the County shall have the option to increase or decrease the amount of services provided under this contract. The contract rate for such increase or decrease shall be adjusted upon mutual agreement of the parties in writing. In the event that the parties cannot agree upon a rate for said increase or decrease in service, either party upon thirty (30) days written notice may terminate the contract.

J. Other County/City Departments/Like Items Added: At any time during the term of this contract, or any extension thereof, other County/City Departments may be served under these same terms and conditions. Additional like items may be added at the request of the Purchasing Manager.

K. Expansion Clause: Any resultant contract may be further expanded by the Purchasing Manager in writing to include any other item normally offered by the vendor, as long as the price of such additional products is based on the same cost/profit formula as the listed item.

L. Rates and Prices: Pricing shall be prepared with the following terms. The Buyer may exempt these requirements for extraordinary conditions that could not have been known by either party at the time of bid or other circumstances beyond the control of both parties, as determined in the opinion of the Buyer.

Requests for Rate Increases must be delivered to the City/County Purchasing Manager or designee in accordance to the rules below. No other employee may accept a rate increase request on behalf of the County. Any invoice that is sent to the County with pricing above that specified by the County in writing within this Agreement or specified within an official written change issued by City/County Purchasing to this contract, shall be invalid. Payment of an erroneous invoice does not constitute acceptance of the erroneous pricing, and the County would seek reimbursement of the overpayment or would withhold such overpayment from future invoices.

The rates and discounts shown on proposal shall be consistently applied and remain firm throughout the first twelve months of the contract. If requested by the vendor, on the anniversary date of the contract, labor rates may be adjusted per the West C, Urban Wage Earners and Clerical Workers Consumer Price Index -- 50,000 to 330,000 population. NO DISCOUNT ADJUSTMENTS WILL BE ALLOWED.

M. Price Decreases: During the contract period and any renewals thereof, any price declines at manufacturer's level shall be reflected in a reduction of the contract price to the County, retroactive to the date they were effective to the vendor.

II. TECHNICAL SPECIFICATIONS

A. Scope of Services to Be Performed: Perform installation, at contractor's owned facility, of radio, siren, modem, and lighting equipment per customer specifications using customer owned parts. Any additional parts or special builds will be discussed with the customer and billed separately on invoice. All hardware such as lightbars, radios, consoles, laptop stands, prisoner transport rear seat, and modems will be supplied by the Sheriff's Office and will be reused from vehicle to vehicle as much as possible. Vehicles that are being stripped must have the push bumpers, partitions and spotlight removed. Unit price can be rounded to the nearest whole dollar. The Sheriff agrees to allow the vendor to inspect the current vehicle setup if needed to allow the vendor to provide a more accurate quote.

B. Additional Work: Any additional work found necessary by the Bidder that is not specified in this Bid specification shall be listed on a separate sheet entitled "Additional Materials/Labor Required".

**YAKIMA COUNTY
GENERAL PROVISIONS
(A PART OF ALL INVITATION TO BID DOCUMENTS)**

These General Provisions, the Specifications, the Invitation to Bid/Quote form and any attachments, constitutes the bid document, and will be considered as one document.

1. Laws and Regulations

The contractor shall comply with all applicable laws and regulations pertaining to this contract. In addition, the contractor shall ensure that any subcontractor performing this contract shall comply with all applicable laws and regulations pertaining to this contract.

2. Acceptance

The County reserves the right to reject any or all quotations, to waive any technicalities and informalities, and to accept or reject all or any part of this quotation at prices shown.

All bids/quotes must remain open for acceptance by the County for a period of at least 60 calendar days from the date of opening of the bids/quotes, unless otherwise stated.

3. Bid/Quote Submittals

Bids and quotes shall be submitted on the attached forms only. Extra pages and literature may be added to this package; however, the package shall be returned intact as received.

All prices and notations must be typewritten or written in ink, with no erasures permitted. Mistakes may be crossed out and corrections written adjacent thereto, and must be initialed in ink by person signing quotation. Verify your quotations before submission, as they cannot be withdrawn or corrected after being opened.

If applicable, unit prices for all items, all extensions, and the total amount of bid or quote must be shown. In the instance of a discrepancy between the unit price and the total price, the unit price shall govern. Any pricing, configuration, or other errors discovered after bid/quote opening or quotation due date must remain and cannot be adjusted.

4. Change Orders

Change Orders for material or services will be without effect unless issued and authorized in writing by the Purchasing Manager.

5. Quality Standards

The brand names listed indicate the standard of quality required. Brands of equal quality, performance and use will be considered, provided the offeror specifies the brand, model and other data for comparison with their bid/quote. Yakima County will be the sole judge for approving other brands offered as equals to the brand specified. Bidders shall indicate if they are offering alternate brands in the space below each item and must provide descriptive specifications explaining the merits of the substitute item.

6. Delivery

Time is of the essence and this order is subject to cancellation by Yakima County for Vendor's failure to deliver on time. For any exception to the delivery date specified in this order, Vendor shall give prior written notification and obtain written approval from the City/County Purchasing Manager. The acceptance by the County of later performance with or without objection or reservation shall neither waive the County's right to claim damages for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by vendor. All quotations shall include delivery F.O.B. destination, freight pre-paid, unless otherwise stated in this "Bid Call" or "Invitation to Quote" at the designated address set forth in the proposal given to each bidder. When shipping addresses specify room identification, Vendor shall make such delivery thereto without additional charge. If the County grants specific authorization to ship goods F.O.B. Shipping Point, Vendor agrees to prepay all shipping charges, route the goods by cheapest common carrier, and bill the County as a separate item on the invoice for said charges. It is also agreed the County reserves the right, at its sole option, to refuse COD Shipments.

7. Identification

The purchase order number shall appear on all invoices, packing lists, packages, shipping notices and other written documents relating to this order. Packing lists shall be enclosed in each and every box or package shipped pursuant to this order, indicating the content therein.

8. Payment

Vendor is to submit properly completed invoice(s) and mail to address specified at the time of order

To insure prompt payment, each invoice should cite purchase order number, bid/quote number, description of item purchased, unit and total price, discount terms and include the vendor's name and return remittance address. Payment will be mailed within thirty (30) days of (a) the receipt and acceptance of the product or service and (b) a properly completed invoice.

9. Risk of Loss

Regardless of the F.O.B. Point specified above, Vendor agrees to bear all risk of loss, injury, or destruction of goods ordered herein which occur prior to actual physical delivery to the County, and such loss, injury, or destruction shall not release Vendor from any obligation hereunder.

10. Force Majeure

Vendor will not be responsible for delays in delivery due to acts of God, fire, Strikes, epidemics, war, riot, delay in transportation or railcar transport shortages, provided vendor notifies the Purchasing Manager immediately in writing of such pending or actual delay. Normally, in the event or any such delays (acts or God, etc.) the date of delivery will be extended for a period equal to the time lost due to the reason for delay.

11. Rejection

All goods and any services purchased in this order are subject to approval by the County. Rejection of goods or services, resulting because of nonconformity to the terms, conditions, and specifications of this order, whether held by the County or returned, will be at Vendor's risk and expense.

12. Approximate Quantity

The quantities listed are the County's current approximate requirements. Yakima County will neither be obligated by, nor restricted to, these quantities and may increase or decrease any item(s) ordered under this contract and pay according to the unit prices quoted in the Bid/Quote. If it is agreeable to both parties and prices have not changed and the same unit/materials are still available, additional units/materials may be ordered within 12 months of the signing of the original agreement.

13. Cooperative Purchasing

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods or services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties agree. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

14. Samples

Samples of items, when required, must be furnished free of expense to the County, and if not destroyed by tests will, upon request, be returned at the bidder's expense.

15. Inspection

Cost of inspection on deliveries or offers for delivery, which do not meet specifications, will be for the account of the vendor.

16. Hazardous Materials

If this order covers goods, which include hazardous chemicals, Vendor shall, at the time of product delivery, provide the County with copies of Material Safety Data Sheets for such chemicals. These sheets shall be in the form then required by applicable law or regulation (See WAC 296-62-05413). This requirement shall be in addition to whatever other requirements are imposed by law or regulation.

17. Public Disclosure

Proposals shall become the property of Yakima County. All proposals shall be deemed a public record as defined in RCW 42.56 "Public Records." Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the Vendor, or is any way contrary to state public disclosure laws or this RFP will be declared non responsive and removed from consideration. Any information in the proposal that the successful Vendor desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56 must be clearly designated as described in Section Proprietary Information. The particular exception from disclosure upon which the Vendor is making the claim and the RFP page it is found on must be identified. RFP's will not be disclosed prior to release to potential respondents. With the exception of lists of prospective Vendors, Yakima County will not disclose RFP records until execution of the contract(s). At that time, all information about the competitive procurement will be available with the exception of: Proprietary/confidential portion(s) of the successful proposal(s), until the Vendor has an adequate opportunity to seek a court order preventing disclosure. Yakima County will consider a Vendor's request for exemption from disclosure; however, Yakima County will make a decision predicated upon RCW 42.56.

18. Warranties

Vendor warrants that all goods and services furnished under this order are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, are fit for the intended purpose of which such goods and services are ordinarily employed and if a particular purpose is stated in a Special Condition, the goods are then warranted as for that particular purpose. Vendor further warrants that no violation of any federal, state or local law, statute, rule, regulation, ordinance or order will result from the manufacturer, production, sale, shipment, installation or use of any other goods. Vendor's warranties (and any more favorable warranties, service policies, or similar undertaking of Vendor) shall survive delivery, inspection, and acceptance of the goods or services.

19. Re-Award

When the contract is terminated by the vendor upon 30 days notice as herein provided, the County may re-award the contract to the next most responsible bidder.

When a vendor is unable to supply goods and/or services to the County and is in breach of the contract, or when the contract is terminated by the County for cause as herein provided, the County reserves the right to re-award the contract to the next most responsible bidder.

20. Errors and Omissions

The County reserves the right to correct obvious ambiguities and errors in the Bidder's proposal and to waive non-material irregularities and/or omissions. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.

21. Late Receipt of Bid/Quote Documents

Bids and/or quotations and modifications received after the exact hour and date specified for receipt of bids and/or quotations will not be considered (i.e. if bid was due by 2:00 PM, any bids received after 2:00:00 PM will be rejected).

22. Licenses

If applicable, successful vendor shall have a valid and current business license per Chapter 5.02 Section 5.02.010 of the Yakima Municipal Code covering this type of business and shall satisfy all applicable City Code provisions. Said license shall be obtained prior to the award of any contract. Inquiries as to fees, etc., should be made to the Office of Code Administration, telephone (509) 575-6121.

In addition, Contractors are required to be registered by the State per Chapter 18.27 of the Revised Code of Washington and their registration number must be listed on the bid/quote.

23. Delivery of Unapproved Substitutions

Vendors are authorized to ship only those items ordered covered by the contract. If a review of orders placed by the County reveals that an item other than those covered by and specified in the contract have been ordered and delivered, the Purchasing Manager will take such steps as are necessary to have the item(s) returned to the contractor at no cost to the County regardless of the time elapsed between the date of delivery and discovery of the violation. Violation of this clause may result in the removal of the offending vendor's name from the County mailing list for a period of up to three (3) years.

24. "No Bids"

Vendors who are unable to or do not wish to submit a bid and are encouraged to respond by notating their bid "NO BID" on page one of the "BID CALL" and mailing it to the City of Yakima Clerk's Office, 129 North 2nd Street, Yakima, Washington, 98901, with the Bid/Quote due date and time written on the face of the envelope. It is the County's practice that if no response to a bid is received by a vendor after two consecutive mailings, the vendor will be deleted from our vendor's mailing list for that type of commodity item.

25. Non-Collusion

The Bidder represents, by the submission of their Proposal, that the prices in this bid/quote are neither directly nor indirectly the result of any formal or informal agreement with another bidder.

26. Evaluation of Bid/Quote

In the evaluation of otherwise responsible bids/quotes, the Bidder's experience, delivery time and responsibility in performing other contracts will be considered. In addition to price, the following may be considered:

- I. The ability, capacity and skill of the bidder to perform the contract and provide the services required.
- II. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- III. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- IV. The quality of performance of previous contracts or service.
- V. The previous and existing compliance by the bidder with laws and ordinances relating to contracts or services.
- VI. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- VII. The quality, availability, and adaptability of the supplies or contractual services to the particular use required.
- VIII. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.

27. Taxes

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The County is exempt from Federal Excise Tax. Where applicable, the County shall furnish a Federal Excise Tax Exemption certificate.

28. Non-Discrimination

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, religion, age, marital status, disability, sex, sexual orientation or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, age, marital status, disability, sex, or national origin.
- C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, advising the labor union or workers' representative of the contractor's commitment to non-discrimination, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor will furnish all information and reports required by Yakima County and will provide on request evidence to substantiate compliance with non-discrimination clauses of this contract.
- E. In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for any future Yakima County contracts.

29. Termination - Convenience

This contract may be terminated by either party by giving thirty (30) days written notice of such intent and will become effective thirty (30) days from the date such written notice is delivered to the applicable party to the contract.

30. Termination - Cause

The County reserves the right to terminate this contract at any time, upon written notice, in the event that the services of the Contractor are deemed by the County to be unsatisfactory, or upon failure to perform any of the terms and conditions contained in this agreement. In addition to the foregoing right of termination, the County may terminate this contract, with or without cause, upon thirty (30) days written notice to Contractor.

31. Delay of an Award

If, after bid/quote opening, administration problems threaten to delay award beyond the bidder's acceptance period, bidders shall be requested to extend the bid/quote acceptance period. This request must be made and confirmed in writing prior to the expiration date of their bids/quotes (with consent of sureties, if any) to avoid the need to re-advertise.

32. Venue

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of the Agreement, the venue of such action of litigation shall be in the Courts of the State of Washington in and for Yakima County. This Agreement shall be governed by the laws of the State of Washington.

33. Defense and Indemnity Agreement

The vendor agrees to defend, indemnify and save harmless Yakima County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account to damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Vendor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

34. Permits

The vendor shall procure and pay for all permits and licenses necessary for the completion of the Contract, including those permits required by Yakima County. In the event a necessary permit is not obtained, the Vendor will not be permitted to work on items subject to said permit and any delays caused thereby will not be subject to extra compensation or extension.

35. Severability

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

36. Waiver

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

37. Entire Agreement

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understanding between the parties.

38. Protest Procedure

Any protest must be made in writing, signed by the protestor, and state that the vendor is submitting a formal protest. The protest shall be filed with the Yakima City/County Purchasing Manager at 129 No. 2nd St., Yakima, WA 98901, faxed to 509-576-6394 or emailed to sue.ownby@yakimawa.gov. The protest shall clearly state the specific factual and legal ground(s) for the protest, and a description of the relief or corrective action being requested. **Protests before award** shall be filed five (5) days before the solicitation due date, and **protests after the award** shall be filed five (5) days after Award Announcement (see below for details). The following steps shall be taken in an attempt to resolve the protest with the vendor:

Step I Purchasing Manager and Department Head of solicitation try resolving matter with protester. All available facts will be considered and the City/County Purchasing Manager shall issue a decision. This decision shall be delivered in writing to the protesting vendor.

Step II If still unresolved, within three (3) business days after receipt, the protest may be appealed to the Board of Yakima County Commissioners. The Board of County Commissioners shall make a determination in writing to the vendor.

Grounds for Protest

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination, conflict of interest;
- Solicitation unduly constrains competition or contains inadequate or improper criteria;
- Errors in computing score;
- Non-compliance with procedures described in the solicitation or County Policy.

Protest Determination

Each review and determination of the protest shall issue a decision that either:

- Finds the protest lacking in merit and upholds the award; or
- Finds only technical or harmless errors in the acquisition process and determines the County to be in substantial compliance and therefore reject the protest; or
- Finds merit in the protest and provides options for correction, including, but not limited to, correcting the errors and re-evaluating the bids, reissuing the bid to begin a new process, or entering in to a contract that remedies the protest finding; or
- Makes other findings and determines other courses of action as appropriate.

Timeframe

Only protests and complaints received within the required timeframe for protest action are accepted for consideration.

Award Announcement

Purchasing shall announce the successful bidder via City/County Purchasing Website, e-mail, fax, regular mail, or by any other appropriate means. Once the announcement is released by Purchasing, the protest time frame begins. The timeframe is not based upon when the vendor received the information, but rather when the announcement is issued by Purchasing. Though every effort will be made by Purchasing to distribute the announcement to the interested vendors, Purchasing is not responsible to assure that vendors receive the announcement. It is the responsibility of the vendors to obtain the announcement from Purchasing.

Award Regardless of Protest

When a written protest against making an award is received, the award shall not be made until the matter is resolved, unless the County determines that one of the following applies:

- The supplies or services to be contracted for are urgently required;
- Delivery or performance will be unduly delayed by failure to make award promptly;
- A prompt award will otherwise be advantageous to the County.

If the award is made, the file must be documented to explain the basis for the award. Written notice of the decision to proceed shall be sent to the protester and others who may be concerned.

The County retains the right to enter into any contract and nothing herein shall be construed to limit that authority in any manner.

39. Qualified Bids

The General Terms and Conditions and Supplemental Terms and Conditions included in this bid document will govern the performance of the work. No other terms and conditions will be accepted. Bids that are conditioned in any way, or Bids that take exception in any way to the City of Yakima's General and Supplemental Terms and Conditions, may result in the Bid being considered non-responsive.

40. Proprietary Material Submitted

Any information contained in the bid/RFP submitted that is proprietary must be clearly designated. Marking the entire bid as proprietary will be neither accepted nor honored. If a request is made to view a vendor's bid, the City of Yakima will comply according to the Open Public Records Act, Chapter 42.17 RCW. If any information is marked as proprietary in the proposal, such information will not be made available until the affected vendor has been given an opportunity to seek a court injunction against the requested disclosure.

SAMPLE AGREEMENT

THIS AGREEMENT is entered into between YAKIMA COUNTY, Washington, herein referred to as the "County" whose address is 1822 S. 1st St. Yakima, Washington, 98903 and _____ whose address is _____ hereinafter referred to as the "Contractor".

WITNESSETH:

In consideration of the terms and conditions contained herein and the attached documents which are made a part of this contract by this reference, the parties hereto agree as follows:

1. The Contractor shall do all work and furnish all tools, materials, and equipment necessary for performing the service in accordance with and as described in the attached Bid document C11306, which are by this reference incorporated herein and made a part hereof.
2. The County agrees to pay for the service as set forth in the Bid documents at the time and in the manner and upon the conditions provided.
3. This Agreement, the Request for Bids, Scope of Work, conditions, addenda and modifications and the Contractor's bid proposal (to the extent consistent with Yakima County's documents) constitute the Contract Documents and are complementary. No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing and executed by both parties. Specific federal and State laws and the terms of this Agreement, in that order respectively, supersede other inconsistent provisions. These Contract Documents are on file in the Office of the Purchasing Manager, 129 No. 2nd St., Yakima, Washington, 98901, and are hereby incorporated by reference into this Agreement.
4. The Parties agree that the Contractor is an independent contractor and not an agent or employee of the County. Agents, employees, servants, or representatives of the Contractor shall not be deemed to be employees, agents, servants, or representatives of the County for any purpose. Employees of the Contractor are not entitled to any benefits the County provides for County employees.
5. The Contractor agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et seq.). In the event the Contractor violates this provision, the County may terminate this Agreement immediately and bar the Contractor from performing services for the County in the future.
6. The Contractor shall not assign or subcontract any portion of the contracted activities without obtaining prior written approval from the County.
7. Either party may terminate this contract upon (30) thirty days written notice. If the Contractor fails to comply with the terms and conditions of this Agreement, the County may pursue such remedies as are legally available, including, but not limited to, the immediate termination of this Agreement.
8. The Contractor shall indemnify and hold harmless the County, its officers, agents, volunteers and employees, from all liability, loss of damage, including costs of defense they may suffer as a result of claims, demands, actions, damages, costs or judgments which result from the activities to be performed by the Contractor, its agents, employees, or subcontractors pursuant to this Agreement.
9. The Contractor shall provide to the County proof of insurance in the amounts required under the bid specifications. Yakima County shall be named as an additional insured on said insurance policies.

10. This Agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in the Superior Court for the State of Washington in Yakima County, Washington.

11. The term of this Agreement shall be from _____, 2013 to _____, 2014, and may be extended from year to year, with a term not to exceed five years.

Dated this _____ day of _____, 2013.

CONTRACTOR

**BOARD OF YAKIMA
COUNTY COMMISSIONERS**

Signature

Michael D. Leita, Chairman

Signer's name printed or typed

Kevin J. Bouchey, County Commissioner

Date

J. Rand Elliot, County Commissioner

*Constituting The Board of County Commissioners for
Yakima County, Washington*

Date

Approved as to form:

Attest:

Deputy Prosecuting Attorney

Tiera Girard
Clerk of the Board

TOWING

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
Current Date

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME	
INSURANCE AGENT ISSUING CERTIFICATE ADDRESS		Insurance Agent Information	
INSURED		PHONE (A/C, No. Ext.)	FAX (A/C, No.)
		E-MAIL ADDRESS <input type="checkbox"/>	
		INSURER(S) AFFORDING COVERAGE	NAIC#
ENTITY INSURED ADDRESS		INSURER A: A-VII or better, admitted carrier	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

GENERAL CONDITIONS OF COVERAGE									
LINE	TYPE OF INSURANCE	ADOL	INR	NUM	WBS	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					POLICY NUMBER	start date	stop date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOSP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					POLICY NUMBER	start date	stop date	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$								EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? <input type="checkbox"/> (Mandatory In NH) If yes, describe the under-DESCRIPTION OF OPERATIONS below	V/M				POLICY NUMBER	start date	stop date	NWC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
A	Cargo / on Hook Garagekeepers Liab.					POLICY NUMBER	start date	stop date	\$50,000 \$60,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES	DATE	TIME	OFFICER	REMARKS
(Attach ACORD 101, Additional Remarks Schedule, if more space is required)				

The City of Yakima and the County of Yakima, its agents, employees, authorized volunteers, elected and appointed officials are included as Primary/Non-Contributory additional insureds. See attached Additional Insured Endorsement.

CERTIFICATE HOLDER City of Yakima/County of Yakima Purchasing Department 129 N. 2nd Street Yakima, WA 98901	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <div style="text-align: right;">SIGNATURE</div>

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ACORD 25(2010/05)

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COMMERCIAL GENERAL LIABILITY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS
- SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

The City of Yakima and the County of Yakima, its agents, employees, authorized volunteers, elected and appointed officials are included as Primary/Non-Contributory additional insured's.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.